

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

**RELIASTAR LIFE INSURANCE
COMPANY,**

PLAINTIFF,

VS.

**ROBERT W. CAVINESS, DALLAS C.
CAVINESS, and RHONDA CAVINESS
PIERCE (in her capacity as guardian for
D. C., a minor),**

DEFENDANTS.

CASE NUMBER:

2.07-CV-1084

**DEFENDANTS RHONDA CAVINESS PIERCE AND DALLAS CAVINESS'
REPLY TO ROBERT W. CAVINESS' RESPONSE TO MOTION FOR
SUMMARY JUDGMENT**

COME NOW, Dallas C. Caviness and Rhonda Caviness (in her capacity as guardian for D. C., a minor) (hereinafter the "Caviness Defendants"), Defendants in the above-styled Complaint in Interpleader, by and through counsel, hereby submit to this Honorable Court their Reply to Defendant Robert W. Caviness' Response to Motion for Summary Judgment stating as follows:

- 1. George W. Caviness, Jr. was eligible and enrolled in the NEI Life Insurance Group Policy and maintained said policy pursuant to the Agreement of the Parties.**

Under the Agreement of the Parties, George W. Caviness, Jr. was required to maintain and name the children the irrevocable beneficiary of a policy of life insurance on his life provided through his employer. Based on the undisputed facts of this case, that is exactly what he did. Both parties readily admit George W. Caviness, Jr. was an employee of a participating employer as those terms are defined by the Group Policy and

was eligible for life insurance coverage under the Group Policy beginning on September 1, 1992. (Motion for Summary Judgment, ¶ 2, Response to Motion for Summary Judgment, ¶ 2) Upon the death of George W. Caviness, Jr. in 2007, forty thousand dollars was due and payable as life insurance benefits under the NEI Group Policy. (Motion for Summary Judgment, ¶ 9, Response to Motion for Summary Judgment, ¶ 11) The very fact George W. Caviness, Jr. had the same insurance policy in place upon his death as he did in 1992 establishes he maintained the policy required by the divorce agreement.

Moreover, Rhonda Caviness Pierce states in her affidavit that the NEI Benefit Plan was the only employee benefit package available to George W. Caviness, Jr. during the course of their marriage, and it was the only life insurance policy George W. Caviness, Jr. possessed at the time of their divorce. (See Affidavit of Rhonda Caviness Pierce, attached hereto as Exhibit A). It was understood and contemplated by the parties at the time of the divorce that the NEI Group Policy, insuring the life of George W. Caviness, Jr., was the life insurance policy to be maintained pursuant to the Agreement of the Parties. (See Affidavit of Rhonda Caviness Pierce, attached hereto as Exhibit A).

Robert Caviness argues that there is no evidence George W. Caviness, Jr. was insured at the time he entered the settlement agreement. However, he candidly admits George W. Caviness, Jr. was eligible for benefits under the policy since 1992. Robert Caviness provides no facts or evidence to support his assertion that George W. Caviness, Jr. was not insured at the time of the divorce decree or, more importantly, why that would matter. The undisputed evidence is George W. Caviness, Jr. was eligible for the policy since 1992, which means he was an insured under the policy. (See NEI Group Policy,

page 3, attached hereto as Exhibit B). Pursuant to the settlement agreement, he was to name his children as beneficiaries and maintain the policy. That he breached his commitment to name his children as beneficiary is undisputed. Likewise, undisputed is the fact he did maintain the policy.

2. The defense of Laches has no application to the Caviness Defendants' claims.

Robert Caviness correctly cites *Hankins v. Crane* for the elements of a defense of laches; however, his application of the elements is incorrect. Under Alabama law, laches does not arise from mere delay but instead requires a showing of prejudice or harm caused by the delay. “[Laches] is not based upon mere lapse of time. It is principally a question of the inequity of permitting a claim to be enforced where some change in condition has taken place that would make the enforcement of the claim unjust.” *Mills v. Dailey*, 2008 Ala. Civ. App. LEXIS 421 (quoting *Ex parte Grubbs*, 542 So. 2d at 928).

Alabama courts have had a number of opportunities to address the defense of laches in the context of enforcing obligations arising under a divorce judgment. See *Mills v. Dailey*, *supra*.; *Stubbs v. Puls*, 429 So. 2d 1071 (Ala. Civ. App. 1983); and *Weathers v. Weathers*, 508 So. 2d 272 (Ala. Civ. App. 1987).

In the recent case of *Mills*, the parties signed a settlement agreement wherein the father agreed to pay one half of all uncovered medical expenses incurred by his children. The father failed to pay the medical expenses as required by the agreement. The mother brought suit some five years after the medical expenses were incurred. The trial court held the mother's claims for medical expenses were barred by laches. The Alabama Court of Civil Appeals disagreed. The court, relying on *Weathers* and *Stubbs*, found a five-year delay in seeking enforcement of an obligation in a divorce judgment alone was

not a sufficient basis for the application of the doctrine of laches. The court further held the loss of certain medical records or receipts by the mother did not establish the requisite prejudice to bar her recovery.

In *Stubbs*, the parties signed an agreement incorporated into the parties' divorce judgment wherein the husband was required to pay the ex-wife \$5,000 as a property settlement when the couple's former residence was sold. The property sold in 1977. The ex-wife did not seek the money until she brought a claim in 1982. In reversing the trial court, the Alabama Court of Civil Appeals found that the only fact the trial court relied on when applying laches to bar the ex-wife's recovery was the passage of time. The court could find no inequity that would prevent the enforcement of the divorce decree.

The only basis Robert Caviness offers in advocating the use of laches is the passage of time. Robert Caviness can point to no prejudice or disadvantage which would call for the application of the doctrine of laches. The only disadvantage Robert Caviness claims in his brief is that he is now entangled in litigation regarding the life insurance proceeds. Such an argument is ludicrous. If involvement in litigation were enough to invoke the doctrine of laches, the element would be superfluous. Every litigant subject to delayed claims could satisfy the requirement. The truth is Robert Caviness is seeking a windfall and has become a participant in this interpleader suit voluntarily. Robert Caviness provides no loss of evidence, no detrimental change in his position or any other inequity that would warrant barring the Caviness Defendants' claims for the life insurance proceeds under the doctrine of laches.

3. Caviness Defendants' rights to the life insurance proceeds are not barred by the purpose of the life insurance proceeds.

Robert Caviness cites to the dissent in the *Jordan* case for the proposition that a judge may order a party to name a child as beneficiary of life insurance in the divorce judgment as a function of child support. The facts of the case could not be further afield from the present action. In the case sub judice, George W. Caviness, Jr. voluntarily agreed to name his children as beneficiaries of his life insurance policy. The Agreement of the Parties was a contract, and as such, is subject to Alabama contract law. *Jordan* has absolutely no application here and we have difficulty understanding why Robert Caviness cited it. Moreover, we note that Robert Caviness makes no attempt to address any of the arguments made in the Caviness Defendants' Motion for Summary Judgment. Nor does he dispute any facts stated in said Motion.

Robert Caviness' reliance on *Frawley* is erroneous as well. As Robert Caviness admits in his brief, the amount of life insurance coverage agreed upon and ordered to be secured by the deceased in *Frawley* was limited to \$10,000 by the terms of the divorce agreement. The divorce agreement George W. Caviness, Jr. signed contained no such limitation. The Agreement of the Parties stated George W. Caviness, Jr. would name the children as irrevocable beneficiary to the life insurance policy provided through his employer with no monetary limitations placed on it. Additionally, the value of the NEI Group Policy benefits at the time of the divorce was the same as at the time of his death. Assuming the vested equitable interest of the children was capped at the 2004 value, it would be the same amount, \$40,000.

The Caviness Defendants are entitled to the life insurance proceeds notwithstanding Dallas' age or student status. The Agreement of the Parties required

George W. Caviness, Jr. to name the children the irrevocable beneficiary of a policy of life insurance so long as there is an obligation for child support or college expenses to be paid. An obligation to pay child support existed on the day of George W. Caviness, Jr.'s death. (See Response to Motion for Summary Judgment, ¶ 7) Therefore, under the language of the agreement, the children were to be named as beneficiary, not just the minor children. Assuming, arguendo, Dallas was not entitled to the life insurance proceeds under the agreement, D. C.'s right to the proceeds would be unaffected. In that case, D.C. would simply be entitled to one hundred percent of the proceeds. Dallas' majority status would certainly not create any entitlement to a share of the life insurance proceeds in Robert Caviness, and Robert Caviness does not cite to any authority that would suggest such a result. Therefore, the Caviness Defendants are entitled to the proceeds of George W. Caviness, Jr.'s life insurance benefits.

WHEREFORE, premises considered, the Caviness Defendants renew their request that this Honorable Court grant Summary Judgment in their favor as there are no issues of material fact and the Caviness Defendants are due a judgment as a matter of law.

DATED this the 5th day of August, 2008.

/s/ John W. Dodson

John W. Dodson (ASB-9724-D65J)

*Attorney for Rhonda Caviness Pierce and
Devin L. Caviness*

OF COUNSEL:
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CERTIFICATE OF SERVICE

This is to certify that on this the 5th day of August, 2008, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

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/s/ John W. Dodson
OF COUNSEL



IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

RELIASTAR LIFE INSURANCE COMPANY,)
)
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PLAINTIFF,)
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VS.)
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ROBERT W. CAVINESS, DALLAS C.)
CAVINESS, and RHONDA CAVINESS)
PIERCE (in her capacity as guardian for DEVIN)
L. CAVINESS, a minor),)
)
DEFENDANTS.)

CASE NUMBER:

2.07-CV-1084

AFFIDAVIT OF RHONDA CAVINESS PIERCE

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

COMES NOW the Affiant, Rhonda Caviness Pierce, who, after first being duly sworn under oath, deposes and states that the following facts are within her personal knowledge, and if called as a witness, the Affiant would testify competently thereto:

1. My name is Rhonda Caviness Pierce. I am over the age of nineteen (19) years and am competent to testify to the matters contained in this Affidavit. I am a resident of Shelby County, Alabama. I have personal knowledge of the contents of this affidavit.

2. The National Elevator Industry Benefit Plan was the only employee benefit plan available to George W. Caviness, Jr. during the course of our marriage.

3. The National Elevator Industry Benefit Plan's Group Policy, insuring the life of George W. Caviness, Jr., was in effect on January 23, 2004.

4. The National Elevator Industry Benefit Plan's Group Policy, insuring the life of George W. Caviness, Jr., was the only life insurance policy in effect on January 23, 2004.

5. It was fully intended and contemplated by the parties, at the time of the divorce, that the National Elevator Industry Benefit Plan's Group Policy, insuring the life of George W. Caviness, Jr., was the life insurance policy to be maintained by George W. Caviness, Jr. pursuant to the Agreement of the Parties as incorporated into the Final Judgment of Divorce.

Further Affiant sayeth not.


RHONDA CAVINESS PIERCE

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

BEFORE ME, the undersigned authority, a notary public, in and for said county and state, personally appeared Rhonda Pierce, who being by me first duly sworn and who being known to me, deposes and states that the information set forth in the foregoing Affidavit is true and correct to the best of his knowledge, information and belief.

SWORN TO and subscribed before me on this the 4th day of August, 2008.

Catherine A. Sellers
NOTARY PUBLIC
My Commission Expires: 11-4-08

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B-9774 (8-07)

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**NOTE: YOUR AMOUNT OF LIFE INSURANCE WILL BE REDUCED
IF YOU RECEIVE AN ACCELERATED DEATH BENEFIT.**

**NOTE: AT THIS TIME IT IS UNCLEAR WHETHER YOU WILL BE
REQUIRED TO PAY TAX ON ACCELERATED DEATH BENEFIT
PROCEEDS. YOU SHOULD CONSULT WITH YOUR PERSONAL
TAX ADVISER TO ASSESS POSSIBLE TAX IMPLICATIONS.**

RS000030

RELIASTAR LIFE INSURANCE COMPANY
Minneapolis, Minnesota 55440

ReliaStar Life Insurance Company (ReliaStar Life) certifies that it has issued the Group Policy listed below to the Policyholder. All benefits are controlled by the terms and conditions of the Group Policy.

The Group Policy is on file in the Policyholder's office. You may look at the Group Policy there.

Group Policy Number
Life: 63306-2-GAT
AD&D: 63307-1-GAT

Policyholder
Trustees of the National
Elevator Industry Health
Benefit Plan

Your beneficiary is the last beneficiary you named, according to the records on file with the Plan Administrator. You may change your beneficiary any time, according to the terms of the Group Policy.

The certificate summarizes and explains the parts of the Group Policy which apply to you. This certificate is not an insurance policy. In any case of differences or errors, the Group Policy rules.

This certificate replaces any other certificates ReliaStar Life may have given you under the Group Policy.


Registrar

RS000031

SCHEDULE OF BENEFITS

Basic Life Insurance, Accidental Death and Dismemberment (AD&D) Insurance

Class	Amount of Life Insurance	Full Amount of AD&D Insurance
All Eligible Persons and Disabled Pensioners under Age 65	\$40,000	\$40,000

Accelerated Death Benefit

This benefit is equal to 50% of your amount of Life Insurance in force. This benefit is available to eligible persons only.

The cost of the Accelerated Death Benefit is included in the premium for Basic Life Insurance.

For definition of Eligible Person and Disabled Pensioner, see the definition of 'employee' in the definitions section of the Certificate booklet.

RS000032

EMPLOYEE'S INSURANCE

Any reference to 'employee' in this Certificate booklet means Eligible Person or Disabled Pensioner as defined in the Definitions section of the Certificate booklet.

Eligibility - Initial Eligibility

You are eligible on the first day of the month after the date you complete 100 hours of work in each of six 30-day periods. The six 30-day periods do not have to be continuous, but they must occur within a nine month period.

If you have not met the requirement above, you are eligible on the first day of the month after you have completed 1,000 hours of work in any period of 12 consecutive months.

Eligibility - Continuing Eligibility

You must work at least 80 hours in a calendar month to continue to be eligible for coverage in the month following the next calendar month. The month in between is called the 'lag month.' For example, if you work 80 hours in January, you will be eligible for insurance in March. February is considered the 'lag' month.

If you do not meet the 80 hours test, but you work 160 hours or more in the two consecutive calendar months before the lag month, you are eligible for coverage in the calendar month following the lag month. For example, if you work 90 hours in January, and 70 hours in February, you will be eligible in April. March is considered the 'lag month.'

If you do not meet the 160 hours test, but you work 300 hours or more in the 3 consecutive months before the lag month, you are eligible for coverage in the calendar month following the lag month. For example, if you work 150 hours in January, 75 hours in February, and 75 hours in March, you are eligible for coverage in May. In this example, April is considered the 'lag month.'

You must meet the requirements stated above to become insured.

Effective Date of Employee's Insurance

Your insurance starts on the date you become eligible.

Termination of Insurance

Your insurance stops on the earliest of the following dates:

- The date your employment with a Participating Employer stops.
- The date you are no longer eligible for insurance under the Group Policy.
- The date the Group Policy stops.
- The end of the period for which you paid premiums, if required, if you do not make the next premium contribution when due.

RS000033

EMPLOYEE'S INSURANCE

- If premium payments are made on your behalf, the date the required premium contribution ceases.
- The date the Participating Employer stops participating in the trust.
- The date you retire.
- For Accelerated Death Benefit, the date your Life Insurance stops. The Accelerated Death Benefit stops at the beginning of the period in which you are eligible to convert your Life Insurance.
- For AD&D Insurance, the date your Life Insurance stops or the date Life Insurance premiums are waived under the Waiver of Life Insurance Premium Disability Benefit. AD&D Insurance stops at the beginning of the period in which you are eligible to convert your Life Insurance.

ReliaStar Life stops providing a specific benefit to you on the date that benefit is no longer provided under the Group Policy.

Family and Medical Leave Act of 1993

Certain employers are subject to the FMLA. If you have a leave from active work certified by your employer, then for purposes of eligibility and termination of coverage you will be considered to be actively at work. Your coverage will remain in force so long as you continue to meet the requirements as set forth in the FMLA.

Continuation of Insurance

If you are no longer eligible for Life Insurance because you stop active work, the Policyholder may continue your insurance. Premiums must be paid by you or on your behalf. Your continuation of insurance is subject to all other terms of the Group Policy.

The length of time your insurance continues depends on the reason you stop active work.

Your continuation of insurance stops on the earliest of the following dates:

- The end of the period for which your premiums were paid, if the next premium contribution is not paid on time.
- The date the Group Policy stops.

Continuation during Layoff

If you are temporarily laid off due to lack of work, insurance may be continued for a maximum of 24 months if the covered person:

- had worked in covered employment for at least 600 hours (including probationary hours) in the 18 months prior to layoff;
- is available for work in covered employment, and accepts work if offered;
- regularly contacts the Local Union Business Representative for work opportunities;
- is registered on the Local Union Out of Work list.

RS000034

EMPLOYEE'S INSURANCE

Continuation of insurance during layoff is not available if the covered person is:

- not working in the elevator industry on a regular basis and does not meet the 80/160/300 rolling hour rule test;
- is working outside the elevator industry;
- has left the elevator industry;
- is not considered available for work; or
- has quit the job, or is terminated.

Labor Dispute

If you stop work due to a labor dispute, your insurance will continue until the last day of the month following the month in which active work stopped.

You may elect to continue insurance after the last day of the month following the month in which active work stopped, if you make monthly payments for the full package of health and life coverage. The continuation of life insurance stops on the date the labor dispute ends, or the date payment is not received for the health and life package.

Injury or Sickness

If you stop work due to an injury or a sickness, the Participating Employer may continue your insurance for 6 calendar months following the month in which active work stopped.

You may elect to continue life insurance after 6 months if you make monthly payments for the insurance. The continuation of life insurance stops on the date you recover from the sickness or accidental injury, or the date premium payment is not received.

Reinstatement after Military Service

If you are returning to active work following full-time active duty, insurance will be reinstated on the date of return to active work provided you are working for a Participating Employer, and return to work within 90 days of discharge from military service.

RS000035

LIFE INSURANCE

Employee's Life Insurance

ReliaStar Life pays a death benefit to your beneficiary if written proof is received that you have died while this insurance is in force. The death benefit is the amount of Life Insurance for your class shown on the Schedule of Benefits in effect on the date of your death.

ReliaStar Life pays the death benefit for all causes of death.

Beneficiary

The beneficiary is named to receive the proceeds to be paid at your death. You may name more than one beneficiary. The Policyholder or Participating Employer cannot be the beneficiary.

You may name, add or change beneficiaries by written request as described below.

You may name, add or change beneficiaries by written request if your coverage is in force.

All requests are subject to the approval of ReliaStar Life. A change will take effect as of the date it is signed but will not affect any payment ReliaStar Life makes or action it takes before receiving your notice.

Payment of Proceeds

ReliaStar Life pays proceeds to the beneficiary. If there is more than one beneficiary, each receives an equal share, unless you have requested otherwise, in writing. To receive proceeds, a beneficiary must be living on the earlier of the following dates:

- The date ReliaStar Life receives proof of your death.
- The tenth day after your death.

If there is no eligible beneficiary or if you did not name one, ReliaStar Life pays the proceeds in the following order:

1. Your estate.

The person must be living on the tenth day after your death.

Settlement Options

Settlement options are alternative ways of paying the proceeds under the Group Policy. Proceeds is the amount of each benefit ReliaStar Life pays when you die or when you receive a lump sum amount under the Accelerated Death Benefit. To find out more about settlement options, please contact the Policyholder.

ACCELERATED DEATH BENEFIT FOR IMMINENT DEATH

ReliaStar Life pays this benefit if it has been determined that you have a terminal condition. Accelerated Death Benefit proceeds is the amount ReliaStar Life pays to you or your legal representative while you are living when it has been determined that you have a terminal condition.

RS000036

LIFE INSURANCE

The Accelerated Death Benefit proceeds are paid in one lump sum and are paid only once. This lump sum payout is the only Settlement Option available to you prior to your death.

The Accelerated Death Benefit is the amount of the Accelerated Death Benefit shown on the Schedule of Benefits in effect on the date you apply for Accelerated Death Benefit proceeds.

To receive the Accelerated Death Benefit, all of the following conditions must be met. You must:

- request this benefit in writing while you are living. If you are unable to request this benefit yourself, your legal representative may request it for you.
- be insured as an employee for Life Insurance benefits.
- provide to ReliaStar Life a doctor's statement which gives the diagnosis of your medical condition; and states that because of the nature and severity of such condition, your life expectancy is no more than 6 months. ReliaStar Life may require that you be examined by a doctor of its choosing. If ReliaStar Life requires this, ReliaStar Life pays for the exam.
- provide to ReliaStar Life written consent from your spouse, in community property states.

If you receive an Accelerated Death Benefit, ReliaStar Life will also send you a benefit payment notice. The notice will list the amount of your Accelerated Death Benefit and the amount of your remaining Life Insurance benefit.

Benefit Payment

ReliaStar Life pays the Accelerated Death Benefit proceeds to you unless both of the following are true:

- It is shown, to the satisfaction of ReliaStar Life, that you are physically and mentally incapable of receiving and cashing the lump sum payment.
- A representative appointed by the courts to act on your behalf makes a claim for the payment.

If ReliaStar Life does not pay you because the two above conditions apply, payments instead will be made to one of the following:

- A person who takes care of you.
- An institution that takes care of you.
- Any other person ReliaStar Life considers entitled to receive the payments as your trustee.

RS000037

LIFE INSURANCE

Accelerated Death Benefit Exclusions

ReliaStar Life does not pay benefits for a terminal condition if either of the following apply:

- the required Accelerated Death Benefit premium or Life Insurance premium is due and unpaid, subject to the Grace Period provision of the Group Policy.
- the terminal condition is directly or indirectly caused by attempted suicide or intentionally self-inflicted injury, whether sane or insane.

Effects on Coverage

When ReliaStar Life pays out this benefit, your coverage is affected in the following ways:

- Your total available Life Insurance benefit equals your amount of Life Insurance shown on the Schedule of Benefits at the time you apply for the Accelerated Death Benefit.
- Your Life Insurance benefit is reduced by the Accelerated Death Benefit proceeds paid out under this provision.
- Your Life Insurance benefit amount which you may convert is reduced by the Accelerated Death Benefit proceeds paid out under this provision.
- You will not be able to increase your Life Insurance benefit after ReliaStar Life approves you to receive the Accelerated Death Benefit.
- Your premium is based upon the Life Insurance benefit amount in force prior to any proceeds paid under this Accelerated Death Benefit provision. Such premium must be paid, unless waived, to keep the Life Insurance coverage in force.
- Your remaining Life Insurance benefit is subject to future age reductions, if any, as shown on the Schedule of Benefits.
- You will not be able to reinstate your coverage to its full amount in the event of a recovery from a terminal condition.
- Your receipt of Accelerated Death Benefit proceeds does not affect your Accidental Death and Dismemberment Insurance. Thus, if you should die in an accident after receiving Accelerated Death Benefit Proceeds, your Accidental Death and Dismemberment Insurance will be based on your Life Insurance in force prior to the Accelerated Death Benefit payout, provided your premium is not being waived.

Accidental Death & Dismemberment (AD&D) Insurance

ReliaStar Life pays this benefit if you suffer a covered loss due to a covered accident. All of the following conditions must be met:

- You are covered for AD&D Insurance on the date of the accident.
- Loss occurs within 180 days of the date of the accident.
- The cause of the loss is not excluded.

ReliaStar Life pays the benefit shown below if you suffer any of the losses listed. The Full Amount is shown on the Schedule of Benefits.

RS000038

LIFE INSURANCE

ReliaStar Life pays only one Full Amount while the Group Policy is in effect. If you have a loss for which ReliaStar Life paid 1/2 of the Full Amount, ReliaStar Life pays no more than 1/2 of the Full Amount for the next loss.

For:

The benefit is:

Loss of life	Full Amount
Loss of both hands, both feet or sight of both eyes	Full Amount
Loss of one hand and one foot	Full Amount
Loss of speech and hearing in both ears	Full Amount
Loss of one hand or one foot and sight of one eye	Full Amount
Loss of one hand or one foot or sight of one eye	1/2 Full Amount
Loss of speech	1/4 Full Amount
Loss of hearing in both ears	1/4 Full Amount
Loss of thumb and index finger of same hand	1/4 Full Amount

Loss of hands or feet means loss by being permanently, physically severed at or above the wrist or ankle. Loss of sight means total and permanent loss of sight. Loss of speech and hearing means total and permanent loss of speech and hearing. Loss of thumb and index finger means loss by being permanently, physically, entirely severed.

ReliaStar Life does not pay a benefit for loss of use of the hand or foot or thumb and index finger.

Death benefits are paid to your beneficiary. All other benefits are paid to you.

Exposure and Disappearance Benefit

ReliaStar Life pays an **Exposure** benefit if:

- the loss is from injury caused by exposure to the elements, and
- is the result of a covered accident.

ReliaStar Life pays a **Disappearance** benefit if:

- you are in a conveyance, including but not limited to an automobile, airplane, ship or train, that disappears, sinks or wrecks; and
- you disappear and your body is not found, and the disappearance is the result of a covered accident; and
- a reasonable period of time, but no more than one year, has lapsed since the accident, and
- ReliaStar Life has reviewed all evidence and there is no reason to believe that you are living.

The amount payable for the Exposure benefit is contained in the table above. The amount payable for the Disappearance benefit is the AD&D benefit for loss of life. If benefits are paid for Exposure or Disappearance, no other AD&D benefits will be payable under the Group Policy.

RS000039

LIFE INSURANCE

Exposure benefits are paid to you if living, otherwise to your beneficiary. Disappearance benefits are paid to your beneficiary.

If ReliaStar Life pays the Disappearance benefit and it is later found you are alive, the amount of benefits paid must be refunded to ReliaStar Life.

Safe Driver Benefit

ReliaStar Life pays a **Safe Driver** benefit in addition to the AD&D benefit and subject to the exclusions listed below if you were:

- killed due to an automobile accident, and
- wearing a properly fastened safety belt at the time of the accident.

An additional amount will be paid if you were also driving in or riding in an automobile equipped with a factory installed airbag that operated properly upon impact.

For loss of:

The benefit is:

Life (with safety belt only) An additional 10% of Full Amount
of AD&D Insurance
up to a maximum of \$25,000

Life (with safety belt
and airbag) An additional 15% of Full Amount
of AD&D Insurance
up to a maximum of \$40,000

Automobile means any self-propelled private passenger vehicle which has four or more tires and which is not being used for commercial purposes. **Safety belt** means a passenger restraint system properly installed in the vehicle in which you were riding. **Airbag** means an additional restraint system which inflates for added protection to the head and chest areas.

ReliaStar Life will not pay the Safe Driver benefit if the loss of life was caused directly or indirectly by any use of intoxicating liquors, marijuana, narcotic drugs, depressants or similar substances, whether or not prescribed by a doctor, by you or by the driver of the automobile in which you were riding.

Safe Driver benefits are paid to your beneficiary.

Coma Benefit

ReliaStar Life pays a **Coma** benefit if, due to an accident, you are in a coma. Coma benefit payments will stop when you are no longer in a coma or when maximum benefits have been paid, whichever comes first.

RS000040

In the event of:

The benefit is:

LIFE INSURANCE

Coma An additional 2% of Full Amount
of AD&D Insurance
per month for up to 12 months
to a total maximum of \$24,000

Coma means that you remain unresponsive to any stimuli and speechless for a period of time not less than 30 days, as determined by a competent medical authority.

If you are physically and mentally incapable of receiving and cashing Coma benefit payments, then the payments instead will be made to a person legally authorized to receive the payments on your behalf.

Transportation Benefit

ReliaStar Life pays a **Transportation** benefit in addition to the AD&D benefit if you die due to an accident that occurs at least 75 miles from your primary residence.

For:	The benefit is:
Transportation	An additional 2% of Full Amount of AD&D Insurance up to a maximum of \$2,000

Transportation benefits are paid to your beneficiary.

Occupational Assault Benefit

ReliaStar Life pays an **Occupational Assault** benefit in addition to the AD&D benefit if you suffer a covered loss due to an accident, **and:**

- the loss is due to an intentional and unlawful act of physical violence directed at you by another person,
- you are actively at work, performing assigned duties on behalf of the Policyholder at the time of the assault, and
- a report of criminal activity has been filed on your behalf with the appropriate law enforcement authority within 48 hours of the assault.

For loss due to:	The benefit is:
Occupational Assault	An additional AD&D Amount equal to the AD&D amount otherwise payable for this loss up to a maximum of \$10,000

Occupational Assault benefits are paid to you if living, otherwise to your beneficiary.

RS000041

LIFE INSURANCE

Accidental Death and Dismemberment Exclusions

ReliaStar Life does not pay benefits for loss directly or indirectly caused by any of the following:

- Suicide or intentionally self-inflicted injury, while sane or insane.
- Physical or mental illness.
- Bacterial infection or bacterial poisoning. **Exception:** Infection from a cut or wound caused by an accident.
- Riding in or descending from an aircraft as a pilot or crew member.
- Any armed conflict, whether declared as war or not, involving any country or government.
- Injury suffered while in the military service for any country or government.
- Injury which occurs when you commit or attempt to commit a felony.
- Use of any drug, narcotic or hallucinogenic agent –
 - unless prescribed by a doctor.
 - which is illegal.

RS000042

CONVERSION RIGHTS

Life Insurance

You may convert this insurance to an individual life insurance policy if any part of your Life Insurance under the Group Policy stops. Proof of good health is not required.

Conditions for Conversion

You may convert this Life Insurance if it stops for any of the following reasons:

- You are no longer actively at work.
- You are no longer eligible for Employee's Insurance under the Group Policy.
- The Group Policy is changed or cancelled and your Life Insurance under the Group Policy has been in effect for at least 5 years in a row.
- The amount of Life Insurance is reduced.

You may convert this insurance by applying and paying the first premium for an individual policy within 31 days after any part of your insurance stops. ReliaStar Life or the Policyholder must be notified. ReliaStar Life will supply you with a conversion form to complete and return. If written notice of this conversion right is not given within 15 days before the end of the 31 day period, this Right is extended. This added period ends on the earlier of the following dates:

- The 15th day after the notice is given.
- The 60th day after the end of the 31 day period.

Type of Converted Policy

You may purchase any individual nonparticipating policy offered by ReliaStar Life, except term insurance. The new policy must provide for a level amount of insurance and have premiums at least equal to those of ReliaStar Life's whole life plan with the lowest premium.

If your previous coverage included additional benefits such as disability, Accidental Death and Dismemberment Insurance or the Accelerated Death Benefit, the new insurance will not include these benefits.

Amount of Conversion Coverage

If your Life Insurance is changed or cancelled because the Group Policy is changed or cancelled, and your Life Insurance under the Group Policy has been in effect for at least 5 years in a row, the amount of the individual policy is limited to the lesser of –

- \$5,000, or
- the amount of your Life Insurance which stops, minus the amount of other group insurance for which you become eligible within 31 days of the date your insurance stops.

RS000043

CONVERSION RIGHTS

If your Life Insurance stops for any reason other than the above, the amount of your individual policy may be any amount up to the amount of your Life Insurance that stopped.

Effective Date

The new policy takes effect 31 days after the part of your Life Insurance being converted stops.

If you die within the 31-day period allowed for making application to convert, ReliaStar Life will pay a death benefit to your beneficiary in the amount you were entitled to convert. ReliaStar Life will pay the amount whether or not application was made. ReliaStar Life will return any premium paid for the individual policy to your beneficiary named under the Group Policy.

Premiums

Premiums for the new policy are based on your age on the date of conversion.

RS000044

CLAIM PROCEDURES

Submitting a Claim

You or someone on your behalf must send ReliaStar Life written notice of the loss on which your claim will be based. The notice must –

- include information to identify you, like your name, address and Group Policy number.
- be sent to ReliaStar Life or to the authorized administrator.
- be sent within 91 days after the loss for which claim is based has occurred or as soon as reasonably possible.

Claim Forms

ReliaStar Life or its authorized administrator will send proof of loss claim forms within 15 days after ReliaStar Life receives notice of claim.

Completed proof of loss claim forms or other written proof of loss detailing how the loss occurred must be sent to ReliaStar Life within 91 days after the loss or as soon as reasonably possible.

RS000045

GENERAL PROVISIONS

Legal Action

Legal action may not be taken to receive benefits until 60 days after the date proof of loss is submitted according to the requirements of the Group Policy. Legal action must be taken within 3 years after the date proof of loss must be submitted.

If the Policyholder's state requires longer time limits, ReliaStar Life will comply with the state's time limits.

Exam and Autopsy

For AD&D Insurance, when reasonably necessary, ReliaStar Life may have you examined while a claim is pending under the Group Policy. ReliaStar Life pays for the initial exam. ReliaStar Life may have an autopsy made if you die, if not forbidden by state law.

Incontestability

Your insurance has a contestable period starting with the effective date of your insurance and continuing for 2 years while you are living. During that 2 years, ReliaStar Life can contest the validity of your insurance because of inaccurate or false information received relating to your insurability. Only statements that are in writing and signed by you can be used to contest the insurance.

RS000046

DEFINITIONS

Accident – an unexpected and sudden event which the insured does not foresee.

Active Work, Actively at Work – the employee is physically present at his or her customary place of employment with the intent and ability of working the scheduled hours and doing the normal duties of his or her job on that day.

Employee – an active person, residing in the United States, who is an employee of a Participating Employer and who is insured under this policy and in a class of eligible persons. The employee's employment is subject to a collective bargaining agreement, or other written agreement, by and between the Participating Employers and the International Union of Elevator Constructors (IUEC) or a local of the IUEC.

Participating Employer – an employer who enters into a contractual agreement with the National Elevator Industry Health Benefit Plan, IUEC or a local of the IUEC, to make certain contributions to the Trust of the National Elevator Industry Health Benefit Plan, in accordance with such agreement.

Disabled Pensioner – a pensioner under age 65 who is disabled and has a determination from the Social Security Administration that he or she is entitled to Social Security Disability benefits.

Group Policy – the written group insurance contract between ReliaStar Life and the Policyholder.

Nonworking Day – a day on which the employee is not regularly scheduled to work, including time off for the following:

- Vacations.
- Personal holidays.
- Weekends and holidays.
- Approved nonmedical leave of absence.
- Paid Time Off for nonmedical-related absences.

Nonworking day does not include time off for any of the following:

- Medical leave of absence. Time off for a medical leave of absence will be considered a scheduled working day.
- Temporary layoff.
- The Policyholder suspending its operations, in part or total.
- Strike.

Policyholder – Trustees of the National Elevator Industry Health Benefit Plan

ReliaStar Life – ReliaStar Life Insurance Company, at its Home Office in Minneapolis, Minnesota.

Terminal Condition – an injury or sickness which is expected to result in your death within 6 months and from which there is no reasonable

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DEFINITIONS

chance of recovery. ReliaStar Life requires that you provide a doctor's statement of your medical condition and life expectancy. In some cases, ReliaStar Life may require a second doctor's opinion. If there are conflicting doctors' opinions, ReliaStar Life will make the final decision.

See the Accelerated Death Benefit for Imminent Death provision of your certificate for further explanation.

Total disability, Totally disabled – For Life Insurance, your inability, because of sickness or accidental injury, to do the essential duties of any job suited to your education, training, or experience.

Written, In Writing – signed, dated and received at ReliaStar Life's Home Office in a form ReliaStar Life accepts.

You, Your – an employee insured for Employee's Insurance under the Group Policy.

RS000048